

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
v.	§	No.
	§	
D'ANGELO LEE,	§	
	§	
Defendant.	§	
	§	

**COMPLAINT**

The United States of America (United States) brings this action to recover unpaid student loans totaling \$122,730.46 against the defendant, D'ANGELO LEE, and for its cause of action states:

**COUNT I - BREACH OF CONTRACT**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345.
2. The defendant is domiciled within the jurisdiction of this Court, as his last residence was in Dallas, Texas prior to his incarceration.
3. Pursuant to the provisions of Title IV of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 - 1087ii, the defendant executed promissory note as more fully set forth in the attached Exhibit A, Certificate of Indebtedness, and attached Exhibit B, Promissory Note.

4. Although demand has been made for payment, there remains due and owing the principal sum of \$46,897.15, plus interest to July 18, 2012 in the sum of \$23,875.20 at 5.25% per annum from date of default.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

- a. in the amount of \$70,772.35 (\$46,897.15 principal and \$23,875.20 interest accrued through July 18, 2012);
- b. interest to continue to accrue at the rate of 5.25% per annum until the date of judgment;
- c. interest from the date of judgment at the statutory rate pursuant to 28 U.S.C. §1961 until paid in full;
- d. costs of suit, including but not limited to, a filing fee of \$350.00, as authorized by 28 U.S.C. §§ 2412(a)(2) and 1419(a); and
- e. for such other proper relief as this court may deem just.

### **COUNT II - BREACH OF CONTRACT**

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345.
2. The defendant is domiciled within the jurisdiction of this Court, as his last residence was in Dallas, Texas prior to his incarceration.
3. Pursuant to the provisions of Title IV of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 - 1087ii, the defendant executed promissory notes as more fully set forth in the attached Exhibit C, Certificate of Indebtedness, and attached Exhibit D, Promissory Notes.

4. Although demand has been made for payment, there remains due and owing the principal sum of \$28,250.14, plus interest to July 18, 2012 in the sum of \$23,707.97 at 3.19% per annum from date of default.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

- a. in the amount of \$51,958.11 (\$28,250.14 principal and \$23,707.97 interest accrued through July 18, 2012);
- b. interest to continue to accrue at the rate of 3.19% per annum until the date of judgment;
- c. interest from the date of judgment at the statutory rate pursuant to 28 U.S.C. §1961 until paid in full;
- d. costs of suit, including but not limited to, a filing fee of \$350.00, as authorized by 28 U.S.C. §§ 2412(a)(2) and 1419(a); and
- e. for such other proper relief as this court may deem just.

Respectfully submitted,

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